



Request for Qualifications N41284

Board of Commission Strategic Planning Retreat

Date of Request: December 12, 2024

Response Due By: December 27, 2024, 3:00 PM, CST

Written responses and requests for information should be directed to:

Sharon Reed
Unified Government of Wyandotte County/Kansas City, Kansas
Office of Procurement & Contract Compliance
Phone: 913-573-5465
sreed@wycokck.org



SOLICITATION

REQUEST FOR QUALIFICATIONS

Board of Commission Strategic Planning Retreat

PURPOSE

Notice is hereby given that the Unified Government of Wyandotte County/Kansas City, Kansas (Unified Government) desires to obtain the qualifications and interest of qualified persons or firms to provide Facilitation Services as outlined in this Request for Qualifications

The Unified Government is seeking to solicit information and explore formats for the commission Strategic Planning Retreat and to assess consultants' interest. This Request for Qualifications does not guarantee the Unified Government will award for such services. All information provided by respondents shall be at no cost and without obligation to the Unified Government.

FOR ANY QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS PLEASE

CONTACT: **SHARON REED** in writing via email sreed@wycokck.org or fax 913-573-5444

HISTORY

For the past few years, a major focus of the Unified Government has been to balance its budget with reduced resources while still maintaining city/county services. This planning is critical for the Unified Government to target and allocate its limited resources towards fulfilling the purposes desired by the community, meet the desired outcomes of the Commissioners and, the Mayor and operate an efficient, effective, and high-quality city/county governmental organization.

There have been additional sessions held since the first Strategic Planning Retreat/Session on March 4, 2021, 4 pm – 8 pm. Attached is the PowerPoint from that meeting. See the goals that were established from that workshop.

FACILITATOR SERVICES

Facilitator is required to furnish all necessary management, labor, supervision, materials and any other incidental services required to facilitate several one-day intensive strategic planning work session's for the Unified Government Mayor and Commissioners. To promote full participation, the

**Board of Commissioners
Workshop Agenda
March 4, 2021 4 p.m. – 8 p.m.**



Board of Commissioners Workshop Agenda March 4, 2021 4 p.m. – 8 p.m.

Purpose

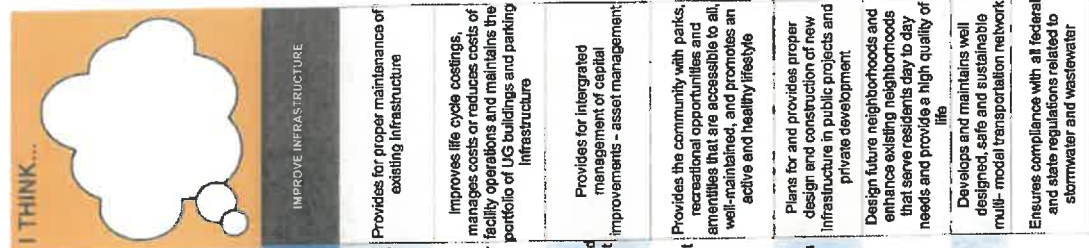
Identify strategic investment and budget priorities for 2022.

Discuss a long-term priorities and strategic approach to meet goals and objectives including financial resiliency.

4:00 PM	Call to Order	Mayor Alvey
4:10 PM	Welcome and Overview	Doug Bach, County Administrator
4:20 PM	Goals & Initiatives Progress <i>Review the materials attached and share one initiative that you are proud of with the other elected officials.</i>	Mayor & Commission
4:50 PM	Goal Prioritization <i>Review the materials attached. Prior to the meeting, prioritize the goals with 1 – most important; 2 – second most important; 3. Third most important. Write down three reasons why you set these priorities to share with the group.</i>	Sheila Shockey, Shockey Consulting
5:20 PM	Priorities & Strategies Long-term focus on Goals & Vision	Sheila Shockey, Shockey Consulting
5:45 PM	Break	All
6:15 PM	Financial Picture	Kathleen VonAchen, Chief Financial Officer
6:30 PM	1 Mill = Opportunities & Trade Offs	Sheila Shockey
7:15 PM	Wrap-up/Next Steps	Doug Bach
8:00 PM	Adjourn	

Goal Prioritization

1 2 3
 To prepare for the retreat, place a number 1 by the most important goal, 2 by the second most important goal and 3 by the third most important goal. (The goals are on the first row below)



GOALS	IMPROVE INFRASTRUCTURE	INCREASE COMMUNITY COHESION	IMPROVE CUSTOMER SERVICE AND COMMUNICATION	IMPROVE PUBLIC SAFETY AND SECURITY	IMPROVE ECONOMIC DEVELOPMENT OF THE COMMUNITY AND QUALITY OF LIFE FOR COMMUNITY RESIDENTS
<p>1. Redevelopment, renovation, and repurposing emphasizing blight reduction and infill development</p> <p>2. Revitalization of the community by ensuring vacant and abandoned buildings are rehabilitated or removed</p> <p>3. Reduce number of tax delinquent properties</p> <p>4. Improve the variety and quality of housing stock in the community</p> <p>5. Enforce property maintenance codes</p> <p>6. Maintenance of existing infrastructure - sidewalks, curbs, and alleys</p> <p>7. Maintain vacant lots</p> <p>8. Provide for efficient, effective removal of residential solid waste</p>	<p>Provides for proper maintenance of existing infrastructure</p> <p>Improves life cycle costings, manages costs or reduces costs of facility operations and maintains the portfolio of US buildings and parking infrastructure</p> <p>Provides for integrated management of capital improvements - asset management</p> <p>Provides the community with parks, recreational opportunities and amenities that are accessible to all, well-maintained, and promotes an active and healthy lifestyle</p> <p>Plans for and provides proper design and construction of new infrastructure in public projects and private development</p> <p>Design future neighborhoods and enhance existing neighborhoods that serve residents day to day needs and provide a high quality of life</p> <p>Develops and maintains well designed, safe and sustainable multi-modal transportation network</p> <p>Ensures compliance with all federal and state regulations related to stormwater and wastewater</p>	<p>Fosters a sense of community pride and shared responsibility that values and supports a diverse population</p> <p>Supports neighbors and businesses coming together for the good of their community</p> <p>Supports and provides community events, neighborhood gatherings, and culturally enriching opportunities that connect the community</p> <p>Supports and provides community activities, initiatives, outreach programs, and other available opportunities</p> <p>Builds collective efficacy in and between neighborhoods resulting in neighbors coming together for the good of their community</p>	<p>Offers efficient, affordable, and responsive services</p> <p>Through strategic marketing and communications, informs and engages the community about activities, initiatives, outreach programs, and other available opportunities</p> <p>Increased transparency and accountability with the public through open data sharing</p> <p>Fosters training and cooperation across departments breaking down silos and working collaboratively to solve problems</p> <p>Adapts innovative approaches to better help the community and streamline processes</p>	<p>Promotes and ensures access to treatment, prevention, and education services that facilitate improved public health and wellness</p> <p>Collaboratively provides for the basic physical, mental, economic, and social well-being of a multi-generational community</p> <p>Provides accessible, well-maintained parks, trails, and open spaces, as well as a variety of quality recreational opportunities that promote an active and healthy lifestyle</p> <p>Fosters a community that helps families meet the health, security, nutritional, and developmental needs of their children</p> <p>Increase access to healthy foods in the community</p> <p>Increasing the walkability and bikeability in the community and around schools</p>	<p>Promotes and supports well-planned, quality development and redevelopment</p> <p>Increase workforce readiness and support the expansion and retention of high-quality jobs that meet the unique needs of the community</p> <p>Offers efficient, affordable, and responsive public services to support economic development</p> <p>Develops and sustains a safe, convenient, and efficient public transportation system that is coordinated with adjacent municipalities and counties</p> <p>Attracts and retains employers to the area that will provide residents and living wage and good benefits to enable them to live their desired quality of life</p> <p>Manages growth through well-planned development that promotes community and values open spaces and sustainable community building</p>

I THINK...

VISION

**Uniquely Wyandotte -
a vibrant intersection of
diversity, opportunities, and
distinctive neighborhoods.**

**An engaged community:
healthy, fulfilled, and
inspired.**

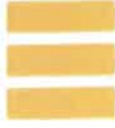
Goal Prioritization

All the goals listed are needed to build an engaged community: healthy, fulfilled, and inspired. Where would you like to see more emphasis put in the next several years?

List three reasons for your goal priorities:

- 1.
- 2.
- 3.

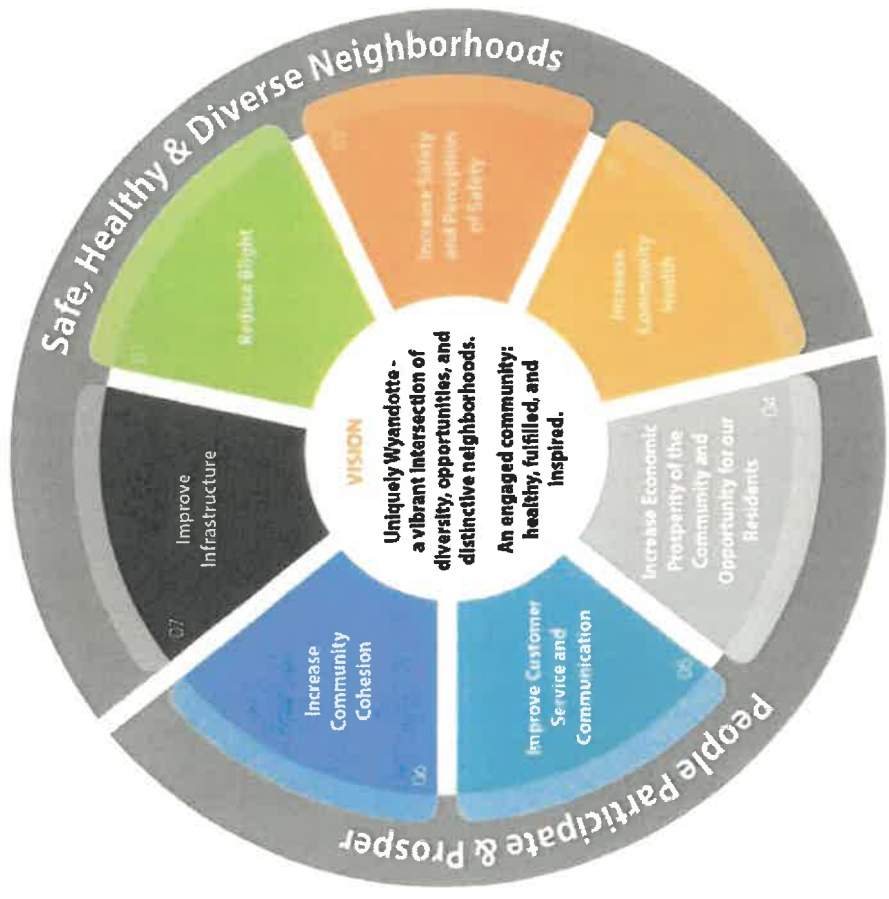
What goal will we need to focus on most for long-term success? **Why?**



The **MISSION** of the Unified Government is to deliver high quality, efficient services and be a resource to our residents. We are innovative, inspired, public servants focused on our community's wants and needs.

VALUES

	SERVICE DELIVERY Responsive • Solution Driven
	PEOPLE CENTRIC Fair • Respectful • Servant Leaders
	DECISION MAKING Honest • Integrity • Inclusive Transparent • Bold • Humble
	RESOURCE MANAGEMENT Sustainable • Stewardship



Where do we need to focus in 2022?

- Identify strategic investment areas.
1. Safe, Healthy, & Diverse Neighborhoods
 2. People Participate & Prosper
 3. Financial Resiliency
 4. Attract & Grow High Performing Organization/Workforce

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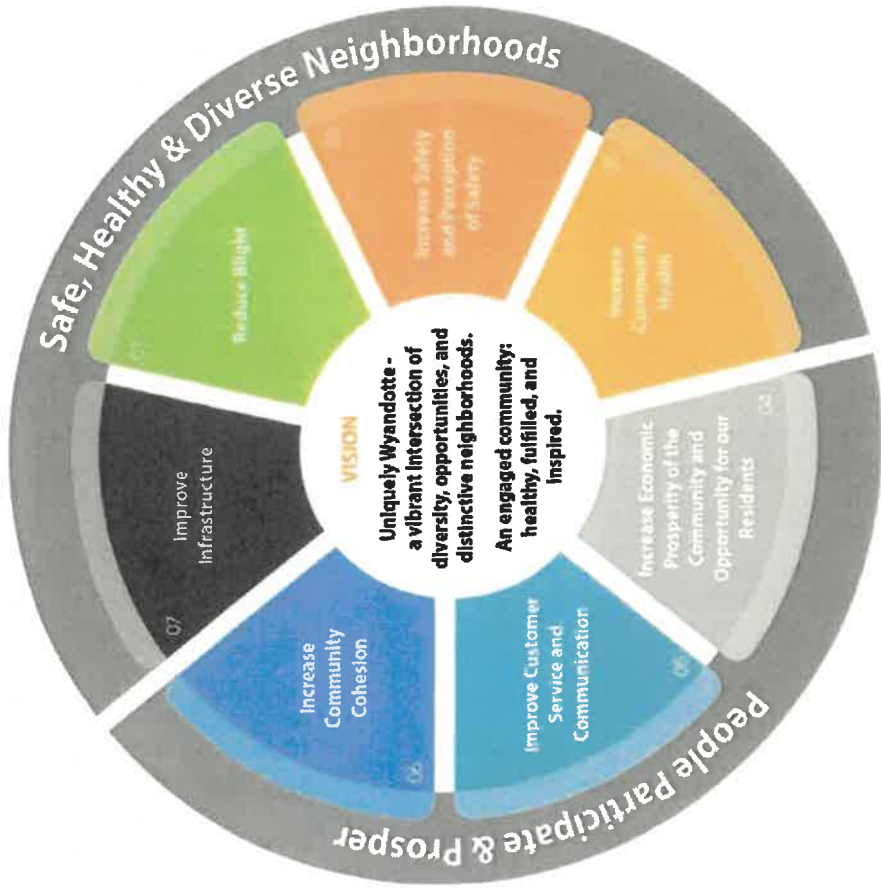
VALUES

- SERVICE DELIVERY**
Responsive • Solution-Driven
- PEOPLE CENTERED**
Fair • Respectful • Servant-leaders
- DECISION-MAKING**
Honest • Integrity • Inclusive/Transparent • Bold • Humble
- RESOURCE MANAGEMENT**
Sustainable • Stewardship



Where do we need to focus for long-term success?

- Identify strategic investment areas.
1. Safe, Healthy, & Diverse Neighborhoods
 2. People Participate & Prosper
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assigned facilitator should be familiar with the issues that may confront an elected official but should be a neutral person not involved in or connected with the community. The first proposed strategic planning work session will take place Saturday, January 11, 2025, from 8:00 a.m. to 5:00 p.m. We would like to have a facilitator complete the following tasks:

Consultant shall send out a pre-questionnaire to the Mayor and Commissioners before the initial strategic planning retreat asking where they see the UG in 1, 3, 5, and 10 years and list their priorities.

The Unified Government Mayor and Commission has previously identified four (4) priorities for 2024: 1) Uphold Fiscal Sustainability; 2) Foster Economic Development; 3) Focus on Service & Communication; and 4) Improve Infrastructure. These priorities must be advanced in consideration of five (5) elements:

- 1) Reserves (Short and Long-term)
- 2) Debt (Long-term)
- 3) Capital Improvements (Long-term)
- 4) Personnel (Short and Long-term)
- 5) Social Services (Public assistance)

We would like for the facilitator to frame strategic planning around these 5 areas and discuss possible trade-off scenarios. Another area of interest is developing both a housing and economic development strategic plan, and strategies to reduce public utilities expenses and property tax bills.

Administration would like the facilitator to conduct a three-part session:

- 1) An community needs Assessment from the Mayor and Commissioners perspectives
- 2) A session discussing the question of where do the Mayor and Commissioners would like to see the Unified Government in 1, 3, 5, and 10 years and beyond
- 3) A session discussing how do to achieve these short-and long-term goals through a viable strategic plan

Upon completion of the strategic planning work session, the facilitator shall prepare a detailed, post-strategic planning summary report to address the items raised and discussed at the strategic planning session.

At a minimum the facilitator should expect to assist in the continued development of the strategic foundation comprised of the key pieces that provide a basis for action. The facilitator should be prepared to create a picture of the end results to be achieved through this plan in a daylong planning session to update the existing strategic plan. The facilitator needs to describe expertise in creating an environment of open communication, respect and participation. Submittals are not limited to those minimum expectations, and respondents may include follow up recommendations related to the strategic plan.

After development of the initial report, additional services may be required to develop an implementation plan and further expand the study. The Unified Government reserves the right to amend and contract resulting from the RFQ for that purpose.

SUBMITTALS REQUIREMENTS

A) Introduction Statement

- 1) Provide the complete name and address of the firm
- 2) Provide the name, mailing address, e-mail address and telephone number of the person who will be the point of contact "facilitator" for this project.

B) Staff Experience and Qualifications

- 1) Provide the firm's years of experience facilitating strategic work sessions. Include (3) three letters of recommendation from organizations for which the firm has performed facilitator services. The letters shall include the name of the organization, descriptions of the groups facilitated, date(s) of the session, and phone numbers of the point of contact for the organization.
- 2) For those individuals specific to this project, indicate which of the previously mentioned projects they were part of. Include their resume and years of experience.
- 3) Vendor shall have content expertise in executive coaching, leadership development and training, strategic planning, and related processes.

C) Task and Format

- 1) Submit any prior task to be performed or information needed by the UG to effectively conduct a strategic planning session.
- 2) Submit a sample agenda for the daylong session.

D) Cost Proposal

- 1) Submit a cost proposal for the minimum requirements outlined under facilitator services.
- 2) Submit a cost proposal for any additional recommended services related to the strategic plan.
- 3) Submit a cost proposal for additional consulting services that may be requested through contract amendment as discussed above.

Evaluation of Qualifications

The Request for Qualification evaluation factors, not listed in order of relative importance, may consist of the following

- Technical Capabilities and Responsiveness: Narrative proposal of approach in providing services.
- Experience and Qualifications of key staff.
- Past Performance and References
- Cost

Proposed Project Schedule

Dates	Event
December 12, 2024	Distribution of RFQ
December 17, 2024	Deadline for respondents to submit written questions (1:00 p.m., CST)
December 18, 2024	Deadline for answering questions from respondents will be provided (2:00 p.m., CST)
December 27, 2024	Responses due before 3:00 p.m., CST
January 3, 2025	Notice of Award
January 11, 2025	Contract Start Date

The listed dates in the "Estimated Project Timetable & Contract Term" are tentative and subject to change at the UG's sole discretion. The Unified Government reserves the right to change or extend any and all dates. The Unified Government reserves the right to schedule interviews with those candidates it deems to be most qualified.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Registration in the e-procurement system is required in order respond to this Request for Qualifications.

All respondents must submit a complete proposal that includes the following: Signature page, Debarment, Intent to Self-Perform, provided herein as Attachment's A, B, and C. Firms not wishing to complete a proposal are requested to complete the No Response Form, provided herein as Attachment D. All attached forms are also available on the Unified Government's e-procurement site which can be accessed at: <https://purchasing.wycokck.org/eProcurement>

If respondent has not previously done so, please register to do business with the Unified Government at the website mentioned above, this is a requirement for participating in the Request for Qualifications process. Please follow directions on the site and if you need assistance contact: Sharon Reed at 913.573.5440. We strongly recommend that you give yourself sufficient time of at least TWO (2) days prior to the response deadline to begin the uploading process and to finalize your submission.

Request for Qualifications Key Points

- Read the RFQ in its entirety. Note key items such as: critical dates, qualifying and mandatory requirements, services required and proposal packaging requirements.
- Note the name, address, phone numbers and e-mail address of the “Designated Contact(s)”, i.e., the only individual(s) you are allowed to contact regarding this RFQ — as specified in instructions.
- All amendments, clarifications, Respondent questions with the Unified Government responses and any announcements relating to this Request for Qualifications will be posted on Procurement and Contract Compliance’s website at <https://purchasing.wycokck.org/eProcurement>
- It is the Respondent’s responsibility to check the Unified Governments e-Procurement web site periodically for any updates. All information must be incorporated into the Respondent’s proposals. Failure to include this information in your proposal may result in disqualification.
- Take advantage of the question-and-answer period. Submit your questions to the Designated Contact by the date listed in the Proposed Project Schedules.
- Review the RFQ document and your proposal. Make sure all requirements are addressed, and all copies are identical and complete.
- Submit your proposal on time. Proposals received after the date and time listed in the Proposed Project Schedule will not be considered for award.

EXHIBIT A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, GENERAL CONTRACTUAL PROVISIONS

Important: This form contains mandatory contract provisions for the Unified Government of Wyandotte County/Kansas City, Kansas hereinafter "the Unified Government) and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor-contractor's standard contract form, then that form must be altered to contain the following provision:

“The provisions found in General Contractual Provisions which is attached hereto are hereby incorporated in this contract and made a part hereof.”

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and “ _____ ”, hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified

Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.
11. **Equal Opportunity and Affirmative Action.**
 - a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion,

color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. **Representations.**

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
 - b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
 - c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
 - d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to

proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements. Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;

- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. ***Termination for Convenience.*** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

19. ***Disputes.*** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs

arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

+++

_____ agrees with these terms and conditions listed above.

By: _____

_____ **Date**

Title: _____

ATTACHMENTS

- 1) Signature Page - Attachment A
- 2) Debarment - Attachment B
- 3) Intent to Self-Perform – Attachment C
- 4) No Response Form – Attachment D

Attachment B - Signature Page

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the proposals are valid for a period of 120 days.



**Attachment C
DEPARTMENT OF PROCUREMENT & CONTRACT
COMPLIANCE**

**SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR
SUSPENSION**

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$50,001. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. _____ Are _____ Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. _____ Have _____ Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. _____ Are _____ Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. _____ Have _____ Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.
3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (typed)

Signature

Title

Date

Company

Project

For Office Use Only: Bid _____	RFQ _____	P.O. # _____
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Attachment D
Intent to Self-Perform

Affidavit of

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Bidder agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Sign _____

Date _____

NO RESPONSE FORM – Attachment E

If you choose not to submit a response, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Sharon Reed Telephone: (913) 573-5465 Return by Fax: (913) 573-5444

Due Date: 12/27/2024

Number: N41284

Description: Board of Commission Strategic Planning Retreat

Please check the appropriate response(s). We respectfully submit “No Response” for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the Unified Government of Wyandotte County.
- 4. Other (comment below or provide your response on your business/firm letterhead).

Business/Firm Name: _____ Supplier No.: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____ Telephone No.: _____